my Tan was properly and without taint of fraud on the Share Register of the Company before the death of the Deceased. Having so found, the question of whether the 1st Defendant is trustee for the Plaintiffs as claimed by them does not arise.

During his closing submission Counsel for the Plaintiffs raised two matters not covered by his pleadings to which Counsel for the Defendant rightly objected. The first was that, as the share transfer was not adequately stamped, the directors of the Company should have refused registration of the transfer and Counsel cited the cases of *Maynard* v. *The Consolidated Kent Collieries Corporation, Limited*[1] and *Conybear* v. *British Briquettes Limited*[2]. Both these cases deal with the question of when directors may properly refuse to register shares. They, in my view, have no relevance to the case here. The second was in relation to donees of gifts *inter vivos* and he cited the following cases: *Hughes* v. *Seanor*[3], *Rogers* v. *Powell*[4], *Morley* v. *Finney*[5], *Hill* v. *Wilson*[6], *Whittaker* v. *Whittaker*[7], *Finch* v. *Finch*[8], *Coultwas* v. *Swan*[9] and *Coultwas* v. *Swan*[10].

These cases, to my mind, adjudicated on the kind of corroborative evidence that a donee of a gift *inter vivos* will have to produce in Court to sustain his claim upon the estate of a deceased donor. In my view they do not provide any help to the Plaintiffs in the instant case. On the contrary the position here is that the gift of the said 1,000 shares to the 1st Defendant had, before the death of the Deceased, been perfected by the transfer to him of these shares and I have held that there was nothing improper or fraudulent in such transfer.

For these reasons I have to dismiss the Plaintiffs' claims with costs. Liberty to apply.

Claim dismissed.

Solicitors: *Yin Ee Kheng & Co.; Drew & Napier.*

FALCON PROPERTIES PTE. LTD. & ANOR. v. SKY SAFETY ENGINEERING PTE. LTD. FALCON PROPERTIES PTE. LTD. & ANOR. v. AMO ASIA TUBEWELL & CONSTRUCTION

[O.C.J. (Sinnathuray J.) March 9, 1984]
[Singapore – Suit Nos. 982 of 1981 & 4568 of 1982]

Landlord & Tenant – Open sheds erected on land in 1946 – Addition of new structures – Whether present premises came within purview of the Control of Rent Act (Cap. 266)

The main issue in these two consolidated actions was whether the premises occupied by the two defendants came within the purview of the Control of Rent Act 1966.

The facts were as follows. On June 27, 1946, an application was made by the then owners of the land to erect open sheds on the land on which the premises now stand. On July 31, 1946 a Temporary Permit was issued for the open sheds. Subsequently, from July 1948 to February 1957, new structures alterations and improvements were added to the said sheds. On February 16, 1957 a Certificate of Fitness for all the structures on the land made permanent was issued.

The facts also revealed that a contract was made for the sale of the premises by the first plaintiffs to the second plaintiffs after the first plaintiffs had commenced actions against the two defendants. The sale had been completed but delivery of vacant possession of the land was withheld pending the outcome of the present actions. The latter objected to the second plaintiffs being made a party in these actions.

Held, allowing the plaintiffs' claim: (1) the shed had by 1957 shed all the attributes of the open shed. The latter had undergone such considerable change that it had lost its identity. The premises was a new building and no longer came within the purview of the Control of Rent Act 1966;

(2) the general law of landlord and tenant relating to monthly tenancies applied to the defendants and their tenancies having been terminated by a notice to quit, they were liable to pay double rent from the time the notice to quit came into effect;

(3) the second plaintiffs as successors-in-title to the land had been properly made a party to these actions under Order 15 Rule 7 of the Rules of the Supreme Court 1970. The second plaintiffs as owners of the land were therefore entitled to collect double rent as claimed by them.

CIVIL SUITS.

Karuppan Chettiar (*Miss Chay Siong Wan* with him) for the plaintiffs in both suits.

L.A.J. Smith (*Alan Wong* with him) for the defendants in both suits.

Cur. Adv. Vult.

Sinnathuray J.: The main issue in these two actions which were consolidated and heard together is whether the premises occupied by the two defendants, a company, Sky Safety Engineering Pte Ltd, and a firm, Amo Asian Tubewell & Construction, come within the purview of the Control of Rent Act (Cap. 266) ("the Act").

In the course of the hearing which has taken six days, many building plans and other documents have been produced and I have heard the oral evidence of two structural engineers, two senior technical officers of experience, of surveyors and a senior technical officer from the Development and Building Control Division of the Public Works Department.

On a consideration of the whole of the evidence, on the main issue, I give particular regard to the plans, the contents of the file produced by Mr. Bernard Chee, the Senior Technical Officer of the Building Control Division, and the evidence given by him.

I find as a fact that on June 27, 1946, an application was made by the then owners of the land to erect open sheds on the land on which the premises now stand. On July 31, 1946, a Temporary Permit, No. 614, was issued for the open sheds. Thereafter, over the next ten years, from July 1948 to February 1957, besides other new structures erected on the land, there were additions, alterations and improvements made to the temporary open sheds. On February 16, 1957 a Certificate of Fitness for all the structures on the land made permanent was issued.

I refer now to one of the open sheds erected in 1946 which is the subject matter in dispute. When the Certificate of Fitness was issued for this building in February 1957 additions had already been made to it that it was considerably longer than it had been in 1946. By then, the timber posts had been replaced with tubular steel pillars. The roofing had been changed from corrugated iron to aluminium. The gravel floor had been cemented. Brick walls had been erected and there were partitions within the walls. The building which I refer to as the premises had by 1957 shed all the attributes of the open shed. The open shed had undergone considerable change that it had lost its identity. In my view, the premises was a new building. It came no longer within the purview of the Act. Therefore, the defendants who became monthly tenants of the premises in 1976 cannot claim protection under the Act. The general law of landlord and tenant relating to monthly tenancies applies to the defendants. Their tenancies having been terminated by a notice to quit, they are liable to pay double rent from the time the notice to quit came into effect.

There is one other matter on which I must comment upon. It is submitted for the defendants that the second plaintiffs, City Developments Ltd, ought not to have been made plaintiffs in these actions. The defendants rely on a clause, which I need not go into, in the contract for the sale of the land by the first plaintiffs, Falcon Properties Pte. Ltd., to the second plaintiffs. The contract was made after the first plaintiffs had commenced these actions against the two defendants. The sale has now been completed, the second plaintiffs have paid the purchase price and the first plaintiffs have effected legal transfer of the land to the second plaintiffs. But, because of these two actions the first plaintiffs have not yet delivered vacant possession of the land to the second plaintiffs. I am of the view that the second plaintiffs as successors-in-title to the land have been properly made a party to these actions under Order 15 Rule 7 to ensure that all matters in dispute may be effectually and completely determined and adjudicated upon. It is correct, as was submitted for the plaintiffs, that when the second plaintiffs became owners of the land they took over all the rights and liabilities attached to the land. As such, as the defendants are holding over the premises after the determination of their tenancies, the second plaintiffs are also entitled to collect double rent as claimed by them. Accordingly, there will be judgment for the plaintiffs as claimed. Counsel have agreed that in Suit No. 982 of 1981 where Sky Safety Engineering Pte. Ltd. are the defendants, the costs are to be on the High Court scale, and in Suit No. 4568 of 1982 where Amo Asian Tubewell & Construction are the defendants, the costs are in the Subordinate Courts' scale.

Claim allowed.

Solicitors: *Murphy & Dunbar; Lum & Wong.*